REQUEST FOR PROPOSAL

TO PROVIDE BUS STOP ADVERTISING SHELTERS AT VARIOUS LOCATIONS AND THE MAINTENANCE OF NON-ADVERTISING SHELTERS AND NON-ADVERTISING BENCHES IN UNINCORPORATED AREAS OF JEFFERSON PARISH



RFP No.: 0419

Proposal Receipt Date: September 1, 2021

Proposal Receipt Time: 3:30 P.M.

Jefferson Parish Department of Purchasing P. O. Box 9 Gretna, Louisiana 70054

(504) 364-2678

TABLE OF CONTENTS

PART I – ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background	4
1.2 Purpose	4
1.3 Goals and Objectives	4
1.4 Proposer Minimum Requirements	5
1.5 Schedule of Events	5
1.6 Proposal Submittal	6
1.7 Proposal Response Format	7
1.8 Number of Response Copies	8
1.9 Legibility/Clarity	
1.10 Pre-proposal Conference	8
1.11 Written Inquiries	8
1.12 Inquiry Periods	9
1.13 Required Signed and Notarized Affidavits	9
1.14 Proposal Guarantee	
1.15 Performance Bond	.10
1.16 Fidelity Bond Requirements	.10
1.17 Proposal Validity	.10
1.18 Revisions, Withdrawals, Protest Procedures	.10
1.19 Cost of Offer Preparation	.11
1.20 Acceptance of Proposal Content	.11
1.21 Written or Oral Discussions/Presentations	.11
1.22 Standard Terms and Conditions and Non-negotiable Contract Terms	.11
1.23 Taxes	.12
1.24 Selected Proposer's Responsibilities	.12
1.25 Sub-Contractor Requirements	.12
1.26 Insurance Requirements	.12
1.27 Subcontractor Insurance	.12
1.28 No Guarantee of Quantities	.12
1.29 Agreement Negotiations	.13
1.30 Cancellation of RFP or Rejection of Proposals	.13
1.31 Evaluation and Selection	.13
1.32 Indemnification	.15
1.33 Payment for Services	.15
1.34 Termination	
1.35 Assignment	
1.36 EEOC and ADA Compliance	
1.37 Audit of Records	
1.38 Record Retention	
1.39 Record Ownership	.17

1.40 Content of Agreement/Order of Precedence	.17
1.41 Agreement Changes	
1.42 Substitution of Personnel	.18
1.43 Force Majeure	
1.44 Governing Law	
1.45 Claims or Controversies	
PART II – SCOPE OF WORK/SERVICES	
2.1 Scope of Work/Services	.19
2.2 Period of Agreement	
2.3 Revenue Offers	
2.4 Deliverables	.24
2.5 Location	.24
2.6 Financial Profile	.25
2.7 Proposal Elements	
A. Technical	
B. Qualifications and Experience	
PART III – FEDERAL CONTRACT PROVISIONS	
3.1 Federal Contract Provisions	.26
PART IV – EVALUATION	
4.1 Evaluation Criteria	26
PART V – PERFORMANCE STANDARDS	
5.1 Performance Requirements	
PART VI – APPENDICIES	
ATTACHMENT "A" – Insurance Requirements ATTACHMENT "B" – Permit Application ATTACHMENT "C" – Revenue Offer Form ATTACHMENT – Signature Page ATTACHMENT – Corporate Resolution ATTACHMENT – Request for Proposal Affidavit Instructions ATTACHMENT – Request for Proposal Affidavit	

REQUEST FOR PROPOSAL

TO PROVIDE BUS STOP ADVERTISING SHELTERS AT VARIOUS LOCATIONS AND MAINTENANCE OF NON-ADVERTISING SHELTERS AND NON-ADVERTISING BENCHES IN UNINCORPORATED AREAS OF JEFFERSON PARISH

PART I – ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Parish of Jefferson (hereinafter sometimes referred to as "Parish"), through its Department of Transit Administration (hereinafter sometimes referred to as "Department"), is seeking proposals for bus stop advertising shelters at various locations and maintenance of its non-advertising shelters and benches in unincorporated areas of Jefferson Parish. Currently, there are 89 vendor-owned advertising shelters, 52 Parishowned non-advertising shelters, and 27 Parish-owned non-advertising benches installed along the fixed-route transit system. The fixed-route transit system presently has 1023 active bus stops.

1.2 Purpose

The purpose of this Request for Proposal (hereinafter "RFP") is to obtain competitive proposals as allowed by Jefferson Parish Code of Ordinances Section 2-895 et. seq. from bona fide, qualified proposers who are interested in providing Scope of Work as defined in Part II hereof. By submitting a proposal, proposer agrees to comply with all provisions of Louisiana law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish standard terms and conditions as adopted by Jefferson Parish Council (hereinafter "Council) resolution.

1.3 Goals and Objectives

The Department is seeking a competent contractor who must be able to implement and maintain bus stop advertising shelters and a maintenance program for the Department's non-advertising shelters and non-advertising benches. The contractor must be able to:

- 1. Provide and install bus stop advertising shelters at various locations in unincorporated Jefferson Parish.
- 2. Maintain the bus stop advertising shelters as well as the Department's non-advertising shelters and non-advertising benches.
- Cut the grass and clean the various bus stops at which bus stop advertising shelters, non-advertising shelters, and non-advertising benches are installed within unincorporated Jefferson Parish.

- 4. Provide direction and guidance to the Department relative to the maintenance and upkeep of the bus stops, bus stop shelters, and non-advertising benches.
- 5. Remove and/or relocate non-advertising shelters and benches upon written request from the Director of Transit Administration (hereinafter sometimes referred to as "Director").

1.4 Proposer Minimum Requirements

Proposer must be experienced at providing bus stop advertising shelter services similar in nature and complexity to the project outlined in this Request for Proposal and meet the following criteria:

1. Proposer must be a licensed contractor per LSA-R.S. 37:2150-2163 and furnish current license number with proposal. Classification shall be building construction and/or Specialty Classification 7-185 Sheet Metal and/or Textile Structures, and/or Specialty Classification 511 Metal Buildings, Cold-Formed Metal Framing, Siding, Sheet Metal, Metal Products. License Number must be furnished and provided on the online envelope in the designated box.

Proposers must provide a minimum of three (3) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in the past year. The scope or service provided, contact person(s), addresses and telephone numbers for each reference must be included.

Proposer may satisfy the Proposer Qualifications through the use of a subcontractor.

1.5 Schedule of Events

A. RFP posted online @ www.jeffparishbids.net	<u>Date</u> 7/21/2021	Time (CST) At least 30 days prior to the last day that proposal will be accepted
B. Pre-Proposal Conference (not required)	N/A	10-14 days after RFP posted online
C. Deadline to receive written inquiries	8/18/2021	Close of Business
D. Proposal Receipt Date and Time	9/01/2021	3:30 P.M.
E. RFP Evaluation Committee Meeting		TBD

Proposers are encouraged to check the general information board in the General Government Building located at 200 Derbigny St., Gretna and the Joseph S. Yenni Building located at 1221 Elmwood Park Blvd., Jefferson. Additionally, proposers may check for meeting information posted on the Jefferson Parish website.

F. Council Selection via resolution

To be scheduled

G. Contract Ratification via resolution

To be scheduled

NOTE: The Parish reserves the right to deviate from these dates.

1.6 Proposal Submittal

All proposals including mandated affidavits in accordance with Section 2-895 of the Jefferson Parish Code of Ordinances shall be received by the Jefferson Parish Purchasing Department <u>no later than date and time shown in the Schedule of Events in order to be considered responsive.</u>

<u>Important – Clearly mark the electronic envelope, with the following information and format:</u>

- Proposal Name: <u>Provide Transit Bus Stop Advertising Shelters at various locations and the maintenance of Non-Advertising Shelters and Non-Advertising Benches in Unincorporated Areas of Jefferson Parish.</u>
- Proposal No. <u>0419</u>
- Proposal Receipt Date and Time: <u>September 1, 2021 at 3:30 P.M.</u>

Proposer will only be received online through Central Bidding. Central Bidding can be accessed by visiting either www.jeffparishbids.net or www.centralbidding.com. All proposers will be required to register with Central Bidding. Jefferson Parish proposers are able to register for free by accessing the following link: http://www.centralauctionhouse.com/registration.php.

Proposer is solely responsible for the timely delivery of its proposal. Late proposals will not be accepted.

PROPOSALS SHALL NOT BE OPENED PUBLICLY. Revenue Offers shall be submitted in a separate, sealed online envelope as notated on the Central Bidding page as Decryption Key #2 and will remain sealed until the RFP Evaluation Committee meeting has completed scoring the technical portion of the submission. Revenue Offers shall not be read until the completion of the Technical Evaluation. Offers shall be worth twenty-five (25%) of the total points assigned. Evaluation of revenue offers shall take place after technical evaluation has been completed.

1.7 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

A. <u>Cover Letter:</u> Containing summary of Proposer's ability to perform the services described in the RFP and confirming that Proposer is willing to perform those services and negotiate a contract with the Parish. The letter shall be signed by a person having authority to negotiate and to commit the Proposer to a contract. If proposer is a sole-proprietorship, proposer must include a statement that the company is a sole-proprietorship signed by the owner. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, <u>and</u> satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal. A sample corporate resolution may be downloaded from the Purchasing Department webpage of the Jefferson Parish website.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished. Proposers are advised that except as otherwise provided by law, all documents submitted to the Parish under this RFP are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released when a public records request is made in accordance with the law.

- B. <u>Table of Contents:</u> Organized in the order cited in the format contained herein.
- C. <u>Technical Proposal:</u> Illustrating and describing compliance with the RFP requirements defined in the Scope of Work/Services (Part II) and Proposer Qualifications
- D. <u>Proposer Qualifications and Experience:</u> History and background of proposer, including a statement of related services to government entities, existing customer satisfaction, demonstrated volume of merchants, etc.
- E. <u>Innovative Concepts:</u> Describe innovative concepts, if any, not discussed above for consideration.
- F. <u>Project Schedule:</u> Provide detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. <u>Financial Profile:</u> Proposers must submit documentation from the past three (3) years demonstrating proposer's financial stability. Documentation may

include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc. Such information should be included in the technical portion of the proposal submission and **MUST NOT** be included with the revenue offer proposals.

H. Revenue Offers: Proposer's revenue offer and any details regarding the structure of such payments to the Parish (hereafter, the "Revenue Offer" shall be submitted in a **separate sealed online envelope** with proposal submission, under Decryption Key #2. This Revenue Offer shall include any and all costs the proposer wishes to have considered in the proposed contractual arrangement with the Parish of Jefferson. Revenue offers shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of revenue offers shall take place after technical evaluation has been completed.

1.8 Number of Response Copies

Each proposer shall submit one (1) **online** signed original response including mandatory affidavits (signed and properly notarized) in original format. PDF files are preferred. **Revenue Offers should not** be included in the **Technical portion of your submission**.

1.9 Legibility/Clarity

Proposals submitted in response to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The proposal shall demonstrate an understanding of the requirements. Proposals shall be prepared simply and economically, providing straightforward, concise descriptions of the proposer's ability to meet the requirements of the RFP. Each proposer is solely responsible for the accuracy and completeness of its proposal.

1.10 Pre-proposal Conference

NOT REQUIRED FOR THIS RFP.

1.11 Written Inquiries

The Parish shall only consider written and timely communications from proposers. No negotiations, decisions, or actions shall be binding as a result of any oral discussions with any Parish employee or Parish consultant. Answers to questions that materially change or substantially clarify the RFP shall be addressed by addendum and provided to all prospective proposers.

1.12 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not be entertained thereafter. All official responses to inquiries will be communicated in the form of an addendum.

The Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit initial inquiries in a timely manner.

A final 3-day inquiry period may be granted, if additional questions or requests for clarification are received as a result of an addendum. Questions relative to the addendum shall be submitted no later than 3:30 P.M., three (3) full business days from the date the addendum is posted. If necessary, another addendum will be issued to address any final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended clarified by any addendum issued as a result of the final inquiry period.

Said written inquiries submitted by the proposer shall clearly cross-reference the relevant RFP section. The Parish shall only respond to those inquiries received by the established deadline. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries in accordance with this section may be delivered by email or **posted on the** Central Bidding site:

Phone: 504-364-2682

Buyer Email: sduffy@jeffparish.net Buyer Name: Ms. Sidney Duffy, Buyer II

1.13 Required Signed and Notarized Affidavits

Affidavits in accordance with Section 2-895 et. seq. of the Jefferson Parish Code of Ordinances are required with proposal submission. For the convenience of proposers, these affidavits have been combined into one form entitled, Request for Proposal Affidavit. This affidavit (Request for Proposal Affidavit) must be completed, signed, properly notarized and submitted in its original format with the proposal submission. Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Section 2-895(b) of the Jefferson Parish Code of Ordinances.

All proposers who submit a proposal with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and person(s), excluding full time employees of the proposer, who would assist in providing services or material under the proposal or who would share in any fees, commissions or other remuneration under the proposal. Each such subcontractor or person(s) shall submit all documents and information required by this section. Substitutions or subsequent addition of the subcontractor(s) or other person to this RFP and any ensuing contract must be requested in writing and approve by Council resolution. Said written request shall provide to the detailed justification of the compelling need for such addition substitution.

1.14 Proposal Guarantee

NOT REQUIRED FOR THIS RFP.

1.15 Performance Bond

NOT REQUIRED FOR THIS RFP.

1.16 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP.

1.17 Proposal Validity

All proposals shall be irrevocable and considered valid from the receipt date for acceptance until such time an agreement is executed.

1.18 Revisions, Withdrawals, Protest Procedures

If the proposer needs to submit changes or revisions, proposers shall submit these in writing, signed by an authorized representative of the proposer. All addenda and changes must cross-reference the relevant RFP section. Said changes or revisions shall be delivered prior to the RFP proposal receipt date and submitted in a sealed envelope to be opened contemporaneously with the proposal submission. Proposer(s) request(s) for withdrawal of responses to this RFP must be submitted in writing and received prior to the RFP receipt date as set forth in the Schedule of Events.

Any proposer that submitted a response for this RFP may protest in writing to the Director of Purchasing within 48 hours of the evaluation committee meeting. The Purchasing Director will review the complaint in conjunction with the Parish Attorney's Office who will then respond as soon as possible in writing to the proposer.

1.19 Cost of Offer Preparation

All submissions in response to this RFP shall be at the sole cost and expense of the proposer and shall not be subject to reimbursement by the Parish.

1.20 Acceptance of Proposal Content

Proposer's submission to this RFP shall be construed as an acceptance to be bound by the terms and conditions stated herein. Any action in contradiction of this acceptance may result in rejection by the Council.

1.21 Written or Oral Discussions/Presentations

The Parish may conduct written or oral discussions with proposer(s) to clarify and/or enhance the Parish's understanding of submitted material. Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final agreement. Conversely, the Parish may make awards based on initial offers. Neither negotiations nor changes to proposals will be allowed during these discussions.

1.22 Standard Terms and Conditions and Non-negotiable Agreement Terms

- A. The standard general terms and conditions used by the Parish of Jefferson may be found in Resolution No. 136353 (previously 113646). A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626. A copy of the resolution may also be downloaded by viewing the Purchasing Department webpage of Jefferson Parish's website, www.jeffparish.net.
- B. Non-negotiable agreement terms include but are not limited to taxes, assignment of agreement, audit of records, EEOC and ADA compliance, record retention, content of agreement/order of precedence, agreement changes, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds.
- C. Inspector General: It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with Parish, whether by cooperative endeavor, inter-governmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

1.23 Taxes

The Parish is exempt from paying sales taxes under Louisiana State Revised Statute 47:301(8)(c). All prices for purchases of supplies and materials by the Parish shall be quoted exclusive of State and Parish taxes.

1.24 Selected Proposer's Responsibilities

The selected proposer shall be required to provide all items and services offered in his proposal. The proposer shall be the sole point of contact for all contractual matters, including payment of any and all charges resulting under the agreement.

1.25 Sub-Contractor Requirements

If the proposer intends to subcontract portions of the work or to satisfy any of the Proposer Requirements and/or Scope of Work through the use of a subcontractor, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Proposer Requirements to be met by respective subcontractor(s). The information requested of the proposer under the terms of this RFP shall also be supplied for each subcontractor and shall be included in the proposal. Unless specifically permitted in the agreement with the Parish, the successful proposer(s) shall not contract with any other party for furnishing any of the work herein contracted without the ratification by Jefferson Parish Council resolution.

1.26 Insurance Requirements

Proposer shall furnish the Parish with certificates of insurance evidencing mandated coverage(s) pursuant to Resolution No. 136353 (amends Resolution 113646), as amended, and Attachment "A". A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffparish.net.

1.27 Subcontractor Insurance

The proposer shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be in conformity with Resolution No.136353 (amends Resolution 113646), as amended. A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffparish.net.

1.28 No Guarantee of Quantities

The Parish does not guaranty quantity or services required in the scope of work defined in Part II. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities of items or extent of Scope of Work are estimated values. In the event a greater or lesser quantity is required, the Parish reserves the right to increase or decrease said values in accordance with the pricing schedule.

1.29 Agreement Negotiations

The Parish administration shall negotiate the details of service delivery, the terms of the agreement, and the agreement price most advantageous to the Parish with the proposer(s) selected by the Council and submit the agreement, in final form, to the Council for ratification. Agreement negotiations are limited by section 1.22(B) Nonnegotiable Agreement Terms in this RFP. In the event an agreement cannot be successfully negotiated, the RFP evaluation committee shall seek authorization from the Council to negotiate an agreement with another proposer under that RFP.

1.30 Cancellation of RFP or Rejection of Proposals

In accordance with Section 2-895 of the Code of Ordinances of Jefferson Parish, Louisiana, the Parish through its Council may reject any or all proposals received in response to this RFP, or cancel this RFP prior to proposal Receipt Date and Time if in the best interest of the Parish.

1.31 Evaluation and Selection

In conformity with Section 2-895 of the Jefferson Parish Code of Ordinances, all proposals will be evaluated by the RFP Evaluation Committee. Before beginning the evaluation process, the Evaluation Committee must review the RFP concerning not only the task of description, but also the qualifications and the evaluation criteria. The Evaluation Committee shall be comprised of members from requesting department(s), Research and Budget, Purchasing, Finance and Legal Department (Parish Attorney's Office). The representative of the Legal Department shall act as secretary of the Evaluation Committee, and is solely responsible for disseminating all information received during the review process. Also, if deemed necessary and duly authorized by Council resolution, additional employees of Jefferson Parish may be appointed as members of the RFP Evaluation Committee. After completion and tallying of the Technical Evaluation scores, each RFP Evaluation Committee member shall sign and date his/her individual score sheet. After the secretary of the Evaluation Committee collects all individual score sheets, the Purchasing Department and the requesting department shall tally the individual scores to obtain a total technical evaluation score for each proposer. Following the tabulation of technical scores, the Purchasing Department shall open the sealed revenue offers, and shall read the pertinent portions of those revenue offers aloud. To the extent necessary, the Evaluation Committee may further review and analyze the revenue offer and/or request and receive clarification of the revenue information provided by the proposers for submission to the Council.

After discussion of all revenue offers, the Finance Department shall calculate the revenue offer evaluation portion of the scoring sheet, using the revenue offers submitted by

proposers and the formula below. The proposed revenue offer form has been designed to evaluate proposers on the highest revenue offer most advantageous to the Parish, i.e. revenue, discount, etc. The revenue formula provided in Section 2-895 of the Jefferson Parish Code of Ordinances has been adjusted so that proposers submitting the highest revenue offer will be awarded the highest score for that element of the proposal. The revenue offer shall constitute twenty-five percent (25%) of the total points assigned, and will be based upon standard revenue offers submitted by the proposers, computed as follows:

RO = (PO/HRO)*X
Where:
RO = Revenue offer score for Proposer
HRO = Highest Revenue Offer of all Proposers
PO = Proposer's offer
X = 25% of the total number of points assigned.

After the Finance Department completes the revenue offer evaluation scores, the Purchasing Department and the requesting department shall each add the revenue offer evaluation scores for each proposer to the tabulated technical scores of each proposer, totaling the final number of points assigned to each proposer. The tabulated score sheet shall be signed and dated by the Purchasing Department, the Finance Department and the requesting department. The secretary of the Evaluation Committee shall collect all individual and tabulated score sheets and deliver them to the Parish Clerk. The Evaluation Committee shall prepare and forward to the Council a memorandum identifying the qualified proposers and explaining their rationale. Attached to the memorandum shall be copies of the revenue offers received in accordance with the RFP, along with any analysis or clarification completed regarding those pricing criteria. A list of names of the responsive and responsible proposers shall be submitted to the Council along with a list of the nonresponsive and non-responsible offers. Responsibility of a proposer shall be determined in accordance with competitive sealed bids in the Revised Statutes of the State of Louisiana. Responsiveness shall be determined considering the materials that the proposer has submitted and the core requirements of the RFP. Proposers are invited to attend the evaluation meeting(s) and are encouraged to check the Jefferson Parish website, www.jeffparish.net, for meeting details.

Upon completion of its analysis, the Council may either (i) adopt the resolution selecting the proposer(s) to supply the non-standard item(s) or perform the statement of work or scope of services; or (ii) reject all proposals. The Council shall select the proposal which received the highest cumulative score from the Evaluation Committee; except that the Council may select a proposer other than the highest-ranked proposer provided that proposer selected has been given a cumulative score by the committee that is no more than ten percent (10%) lower than the cumulative score for the highest-ranked proposer.

Award of the agreement may be made without discussions after proposals are received and evaluated. Proposals should, therefore, be submitted on the most favorable terms which the proposer can submit, from a technical standpoint; and from a price standpoint.

If the evaluation committee determines that discussions are necessary, written submissions or oral discussions/presentations may be required from all proposers.

1.32 Indemnification

Proposer shall agree to indemnify and hold the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers, harmless against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by proposer, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by proposer under this RFP.

Further, proposer shall agree to indemnify the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers for all reasonable expenses and attorney's fees incurred by or imposed in connection therewith for any loss, damage, injury or other casualty pursuant to this RFP. Proposer additionally shall agree to pay all reasonable expenses and attorney's fees incurred by the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers in establishing the right to indemnity pursuant to the provisions stated herein.

1.33 Payment for Services

The proposer shall address and send the revenue statement to the Department pursuant to the payment terms negotiated in the agreement. Revenue statements shall include the contract number and the product or service authorized under this RFP and ensuing agreement. Revenue statements submitted without the referenced documentation will not be approved until the required information is provided.

With each revenue statement submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the agreement without prior Council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in Section 2-935.1 of the Code of Ordinances of Jefferson Parish, Louisiana for professional service providers.

1.34 Termination

The proposer affirmatively acknowledges and agrees that the terms of any ensuing agreement shall be binding upon the parties hereto until the work has been completed and accepted by the Parish; but said agreement may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of the parties hereto.
- B. By the Parish as a consequence of the failure of successful proposer(s) to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of successful proposer(s) provided the Parish will give successful proposer(s) written notice of any such failure and ten (10) days (or more if authorized in writing by the manager) to cure any such failure.
- C. By either party upon failure of the other party to fulfill its obligation as set forth in the agreement.
- D. By the Parish for convenience by issuing successful proposer(s) thirty (30) days written notice.

The continuance of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.35 Assignment

The proposer affirmatively acknowledges and agrees that any ensuing agreement shall be binding upon the successors and assigns for the parties hereto. The ensuing agreement being for the personal services of the successful proposer(s) shall not be assigned or subcontracted in whole or in part by said successful proposer(s) as to the services to be performed hereunder without the written consent of the Parish, in the Parish's sole discretion.

1.36 EEOC and ADA Compliance

The proposer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the proposer agrees to abide by the requirements of the American with Disabilities Act of 1990.

The proposer shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the proposer, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this agreement.

1.37 Audit of Records

- A. Proposer(s) affirmatively acknowledges and agrees that pursuant to any ensuring agreement, successful proposer shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the Parish. Successful proposer(s) shall permit Parish and Parish's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during successful proposer(s) normal business office hours, the books and records pertaining to the services provided under this Agreement. Parish's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of Parish.
- B. Periodic and/or Annual Reports At any time, the Parish may request that the successful proposer(s) with the minimum of thirty (30) days written notice, prepare and/or produce a report of the results of operations, as it pertains to any ensuring agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of said agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

1.38 Record Retention

The proposer shall maintain all records in relation to this proposed agreement at its location for a period of at least five (5) years upon expiration or earlier termination of the agreement or for a period stipulated by the governing State and Federal regulations, whichever is longer.

1.39 Record Ownership

The proposer acknowledges and agrees that all records, reports, documents, or other material(s) developed or resulting from this RFP shall be the sole property of the Parish of Jefferson, and shall be returned to the Parish by proposer upon request at expiration or earlier termination of this agreement.

1.40 Content of Agreement/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final agreement; and, 2) the Request for Proposal (RFP) and addenda (if any); and, 3) the proposer's proposal; and, 4) Resolution No. 136353 (previously 113646) and any amendments thereto.

1.41 Agreement Changes

Upon negotiation of a bona-fide agreement between the parties, no additional changes, amendments, or modifications may be completed without the prior ratification of the Council.

1.42 Substitution of Personnel

Substitution of personnel shall be ratified by the Council, prior to any replacements. In addition to the foregoing, if during the term of the agreement, the successful proposer cannot provide the personnel or subcontractor as stated in its submission, proposer shall submit a written request for substitution supported by resume of qualifications and written certification that said substitution shall meet or exceed the requirements stated herein. Said substitution shall be at the Parish's sole discretion.

1.43 Force Majeure

The proposer or Parish of Jefferson shall be exempted from performance under the terms and conditions of the negotiated agreement if the proposer or Parish is prevented from performing any services in whole or in part as a result of any act of God, strike, war, civil disturbance, epidemic or court order; provided the proposer or Parish of Jefferson has prudently and promptly acted to undertake any and all corrective steps that the respective parties can perform. Subject to this provision, such nonperformance shall not be construed as considered cause or grounds for early termination of the agreement.

1.44 Governing Law

All activities associated with this RFP process shall be interpreted under the laws of the State of Louisiana. All proposal submissions shall be governed in accordance with provisions of Louisiana State laws and Jefferson Parish Code of Ordinances; standard terms and conditions; Resolution No. 136353 (previously 113646).

1.45 Claims or Controversies

Proposer, as evidenced by his/her signature, agrees that the agreement shall be made in accordance with the laws of the State of Louisiana. The proposer hereby agrees to the exclusive jurisdiction and venue of the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II – SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

2.1.1 Project Overview

The successful proposer shall:

- A. Construct, erect, install, repair and maintain a minimum of eighty-nine (89) bus stop advertising shelters within the Parish right-of-way at official active bus stops of Jefferson Transit fixed routes on the Eastbank and Westbank within unincorporated Jefferson Parish, subject to the following limitations:
 - i. Bus stop advertising shelters shall not be placed along the front yard of any single-family residence.
 - ii. Bus stop advertising shelters shall not be placed more than fifteen feet (15) away from an active bus stop.
 - iii. Bus stop advertising shelters shall not be placed across the street from an active bus stop.
 - iv. Bus stop advertising shelters may not be placed within a clear vision area or in any location that the Jefferson Parish Department of Engineering determines may pose a risk to public safety. All bus stop advertising shelter placements shall comply with Section 40-665 of the Code of Ordinances of Jefferson Parish, Louisiana.
 - v. Only one bus stop advertising shelter shall be permitted per active bus stop.
 - vi. No bus stop advertising shelter shall be placed at any bus stop that contains a bus stop seating bench.
 - vii. Bus stop advertising shelters shall not encroach upon a sidewalk.
 - viii. Prior to a bus stop advertising shelter being placed along a state roadway, the successful proposer shall comply with all permitting requirements of the Louisiana Department of Transportation and Development.
- B. Maintain and repair Non-Advertising Shelters and Benches along public transportation fixed routes on the East Bank and West Bank within unincorporated areas of Jefferson Parish for the Department of Transit Administration.
- C. Abide by the permitting requirements established in Attachment B prior to a bus stop advertising shelter being placed at a location.

- D. The successful proposer, at the request of the Director of Transit Administration or his/her designee designate in writing, will remove or relocate non-advertising shelters and associated non-advertising benches. The successful proposer shall invoice the Parish for the cost of labor and materials. Notwithstanding the foregoing, any relocation whose cost is \$5,000.00 or greater shall be separately bid in accordance with the Parish's uniform purchasing procedures.
- E. Remove a bus stop advertising shelter within thirty (30) days of receipt of written notification by Parish of: (1) the elimination of the bus stop or a modification of the route that causes the bus stop advertising shelter to not be in compliance with Paragraph A of this section; or (2) the determination by the Director, in the Director's sole discretion, that a bus stop seating bench or other amenity will better accommodate rider needs and that the bus stop advertising shelter must be removed. All such removals shall be at the successful proposer's expense.
- F. Provide each bus stop advertising shelter with a unique number from within a numbering system mutually agreed upon by the successful proposer and the Parish.
- G. Remove all bus stop advertising shelters within thirty (30) days following the termination of the resulting contract. All costs associated with this requirement shall be borne by the successful proposer. The successful proposer shall not be responsible for removing the reinforced concrete bench pad that the bus stop advertising shelter is secured to.

Proposers are hereby notified that the Department is engaged in a comprehensive review of its bus stops for compliance with the applicable provisions of the Americans with Disabilities Act. In connection with this review, the Department is undertaking a multi-year bus stop improvement program. The Department aims to minimize the impacts that this improvement program will have upon the services to be provided by the successful proposer under the resulting agreement. Nonetheless, in the event that the Department determines that a bus stop advertising shelter must be temporarily removed in order to facilitate bus stop improvements, then the successful proposer shall be required to remove the bus stop advertising shelter within forty-eight (48) hours from its receipt of a written directive to do so from the Director. The bus stop advertising shelter shall be reinstalled by the successful proposer within forty-eight (48) hours of its receipt of a written directive to do so from the Director. All expenses associated with the temporary removal and reinstallation of bus stop advertising shelter in connection with this improvement program shall be borne by the successful proposer. Further, the successful proposer shall not be entitled to any reduction in payments due to Parish for any bus stop advertising shelter that may be temporarily removed in connection with this improvement program.

Proposers are further notified of the possible presence of above ground and below ground utilities within the Parish rights-of-way upon which the bus stop advertising shelters are

to be installed. If planned maintenance, repairs, or improvements to water, sewerage, or drainage utilities necessitate the removal of a bus stop advertising shelter and the concrete pad then Parish shall notify the successful proposer of the planned work and the successful proposer shall have forty-eight (48) hours from its receipt of a written directive to remove the bus stop advertising shelter. In the case of emergency or unplanned utility repairs, Parish may temporarily remove and store the successful proposer's bus stop advertising shelter while utility work is undertaken. If the utility repair, maintenance, or improvement work necessitates the destruction of the concrete pad upon which the bench is installed, then Parish shall replace the pad at its own expense. The bus stop advertising shelter shall be re-installed by the successful proposer within forty-eight (48) hours of its receipt of a directive to do so from the Director. The temporary relocation of a bus stop advertising shelter due to said utility work shall not entitle the successful proposer to any reduction in any payments that it owes to Parish under the terms of the resulting contract, however. The costs incurred by the successful proposer in connection with the removal and/or re-installation of bus stop advertising shelter shall be borne by the successful proposer and shall not be reimbursed by Parish.

2.1.2 Technical Specifications

All bus stop advertising shelters furnished by the successful proposer shall comply with the following minimum specifications:

- A. Bus stop advertising shelters hall be of aluminum construction and installed on and secured to shelter pads constructed of reinforced concrete. Each reinforced concrete shelter pad shall be sufficiently sized to ensure that the bus stop advertising shelter and associated bench comply with all applicable ADA requirements.
- B. Bus stop advertising shelters be certified by a Louisiana licensed engineer to meet or exceed all applicable wind and seismic loads.
- C. Bus stop advertising shelters may have perforated panels or polycarbonate panels for the rear and 2/3 end wall.
- D. Bus stop advertising shelters shall contain a two-sided advertising kiosk with hinged doors.
- E. Bus stop advertising shelters shall be either nine (9) feet or thirteen (13) feet in length. The shelter size shall be selected by the Department based upon the size of the bus stop and needs of transit users.
- F. Each nine (9) foot bus stop advertising shelter shall contain a bench that is five (5) feet in length, and each thirteen (13) foot bus stop advertising shelter shall contain a bench that is seven (7) feet in length.

- G. Each bench shall have a structure supporting vertical or horizontal forces of 250 pounds (1,112 Newtons) applied at any point on the seat, fastener, mounting device, or supporting structure.
- H. Each bench shall contain one or more seat dividers, and shall have no back rest.
- I. Each bench shall be surface mounted independent of the shelter structure using stainless steel anchors.
- J. Each bench shall be installed on the shelter pad leaving adequate 30-inch x 48-inch ADA wheelchair access under the roof canopy.
- K. All bus stop advertising shelters and the placement of the bus stop advertising shelters and associated benches must meet the latest ADA Accessibility Guidelines (ADAAG) with special attention to Section 4.2.4: Clear Floor or Ground Space for Wheelchairs. Notwithstanding the foregoing, the successful proposer shall not be responsible for installing curb cuts, street markings, handrails, walkways, or remedying any ADA deficiencies that were not caused by the successful proposer's installation, placement, or maintenance of a bus stop advertising shelter.
- L. Bus stop advertising shelters, non-advertising shelters, and their associated benches shall be maintained in a good and substantial state of repair. Such maintenance shall include, but not be limited to, cleaning of all seat surfaces, pest control, and the cutting of grass and undergrowth at bench locations within a three (3) foot perimeter of the bus stop advertising shelter pad. The successful proposer shall not be responsible for waste containers or collecting refuse or trash at any bus shelter sites, however, the successful proposer shall use reasonable efforts to assist the Parish by picking up loose trash and waste in the immediate vicinity of bus stop advertising shelters when performing routine maintenance. Bus stop advertising shelters shall be constructed and installed so as to remain upright in high winds.
- M. No bus stop advertising shelter furnished by the successful proposer pursuant to this RFP shall have exceeded its useful life as determined by the bus stop advertising shelter manufacturer.

2.1.3 Timeline for installation of bus stop advertising shelters

The installation of bus stop advertising shelters shall be completed within six (6) months from the date that the Parish and the successful proposer execute an agreement. The Parish and the successful proposer shall coordinate the installation schedule so as to minimize any inconvenience to Jefferson Transit riders.

2.1.4 Penalties

- A. The installation of one or more bus stop advertising shelters by the successful proposer without first having submitted a permit application (Attachment B) and having receiving approval from the Department of Transit Administration shall result in the successful proposer being fined one hundred dollars (\$100.00) per day per shelter in violation. The fines assessed pursuant to this paragraph shall continue to be imposed until the bus stop advertising shelters in violation are removed by the successful proposer.
- B. The failure of the successful proposer to replace an approved bus stop advertising shelter that has been removed, whether due to maintenance, any incident resulting in the destruction of a shelter, an act of God, or weather damage, within seven (7) business days from the date that the shelter was removed shall result in the successful proposer being fined one hundred dollars (\$100.00) per day, per shelter that is in violation, until the bus stop advertising shelters are replaced. The fines assessed pursuant to this paragraph shall commence on the eighth (8th) day following the removal of a shelter. Notwithstanding the foregoing, if a bus stop advertising shelter has been removed due to the Department's ADA bus stop improvement program or due to maintenance, repairs, or improvements to water, sewerage, or drainage utilities, then the fines imposed pursuant to this paragraph shall begin accruing upon the expiration of the forty-eight (48) hour period following the successful proposer's receipt of a written directive from the Transit Director to reinstall the bus stop advertising shelter.
- C. In the event that the successful proposer installs one or more bus stop advertising shelters at a location that is not an active Jefferson Transit bus stop, the successful proposer shall be fined one hundred dollars (\$100.00) per day, per shelter in violation. The fines assessed pursuant to this paragraph shall commence on the date that the successful proposer receives written notification of the violation from Parish and shall continue until the date that the successful proposer removes the shelters in violation.
- D. The successful proposer shall be fined one hundred dollars (\$100.00) per day per bus stop advertising shelter in violation for the successful proposer's failure to remove a bus stop advertising shelter within thirty (30) days of receipt of written notification by Parish of: (1) the elimination of the bus stop or a modification of the route that causes the bus stop advertising shelter to not be in compliance with Section 2.1.1(A); or (2) the determination by the Director that another type of amenity will better accommodate rider needs and that the bus stop advertising shelter must be removed.

E. The failure of the successful proposer to timely remit payments due to Parish within the time period set forth in the resulting contract shall result in the successful proposer being assessed a fine of one hundred dollars (\$100.00) per day.

2.2 Period of Agreement

The term of any resulting contract shall expire five (5) years from execution date with an option for one (1) additional three (3) year extension. The option to extend the agreement is exercisable through the written consent of the parties signed by the successful proposer, through its duly authorized representative, and the Parish through its Council Chairperson.

If the scope of work as described in Section 2.1 of this RFP pertains to an emergency pre-placed contract, as defined in Section 2-917 of the Jefferson Parish Code of Ordinances, and if Jefferson Parish has not entered into a new contract for the same scope of work prior to May 1st of the year in which this contract is set to expire, then this contract shall be automatically extended until the end of the calendar year of the same year that this contract is set to expire.

2.3 Revenue Offers

Revenue Offers must be submitted in separate sealed envelopes which will remain sealed until such time after the evaluation committee makes its evaluation of the proposals on all factors and criteria state in the RFP. The Revenue Offer shall not be included in the technical evaluation criteria. The Revenue Offer shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of Revenue Offer shall take place after technical evaluation has been completed.

All Revenue Offers must be submitted on the Revenue Offer form furnished as Attachment "C". All Revenue Offers shall be inclusive of any and all additional costs and expenses, including shipment. Revenue Offers submitted shall remain firm for the term of the contract, unless otherwise negotiated.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

2.5 Location

The locations where services are to be performed are throughout unincorporated areas of Jefferson Parish.

2.6 Financial Profile

Proposers shall submit documentation from the past 3 years demonstrating firm's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc.

Proposer must include information demonstrating the proposer's financial stability and ability to obtain and maintain bonding and insurance requirements in order to be eligible to be assigned a higher score. Proposals which lack the description of the company's financial status or the required certification of bonding and insurance requirements may be assigned a lower score.

If Proposer is a partnership, limited liability company, or corporation, then Proposer shall furnish the names of its officers and its owners/members/shareholders, as well as a listing of all officers and owners/members/shareholders of any of its subsidiaries.

2.7 Proposal Elements

A. Technical

- Each proposer shall address how the proposer will achieve/meet the scope of work as stated in Section 2.1. Technical approach shall detail the following:
 - (I.) The manufacturer, model, and specifications of the product(s) that the proposer intends to use to meet the requirements of this RFP; (ii.) Planned implementation of bus stop advertising shelters and the maintenance program for non-advertising shelters and benches.
- 2. Information demonstrating that the proposer has reviewed the scope of work, understands the nature thereof and is willing and capable of providing the services thereof.
- 3. Proposer shall likewise include any information concerning any innovative concepts pursuant to this RFP and terms and conditions that the proposer desires consideration by the Parish.

B. Qualifications and Experience

1. Proposers shall provide a detailed statement of related services to government entities or private entities which identifies customer satisfaction and/or demonstrated volume of merchants, including references for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference. Proposer must provide a detailed description of customer service capabilities, including resumes of personnel assigned, total number of personnel and timeline of customer inquiries and complaints, as applicable.

2. Proposer shall provide resumes for account manager(s), designated customer service representative(s) and any and all key personnel anticipated to be assigned to this project, in addition to resumes of any and all subcontractors.

PART III - FEDERAL AGREEMENT PROVISIONS

3.1 Federal Contract Provisions

NOT REQUIRED FOR THIS RFP.

PART IV – EVALUATION

4.1 Evaluation Criteria

The proposed evaluation criteria shall be looked upon as standards which measure how well a proposer's approach meets desired performance requirements, and which permit an evaluation of the differences between desired performance characteristics and what the proposer proposes to do.

The proposed evaluation criteria shall measure how well a proposer's approach meets desired minimum performance standards defined in the RFP, and shall allow for the quantification of the differences between those stated minimum standards and what the proposer intends to do. In accordance with Section 2-895 of the Code of Ordinances for Jefferson Parish a scoring system must be devised and impartially applied to each proposal to assure objectivity and thoroughness in comparative analysis.

Revenue Offers shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of Revenue Offers shall take place after technical evaluation has been completed.

A. TECHNICAL PROPOSAL (Maximum of 75 points)

The following criteria shall measure the qualifications, technical capabilities and core competency of the proposers and their submissions:

i.	Specific Experience – similar or larger scope of services	
	currently being provided	10
ii.	Scope of Services	15
iii.	Product Quality	20
iv.	Innovative Concepts / Product Design and Aesthetics	20
iii.	Personnel- experience of management staff, experience	
	in similar projects, etc.	5
iv.	Financial Profile of Company	5

B. REVENUE OFFERS (Maximum of 25 points)

The following revenue offer criteria will be evaluated:

- i. Maximizing the return to Jefferson Parish of revenues generated by this contract.
- ii. Prices proposed shall be a fixed monthly amount, based on the number of installed bus stop advertising shelters. Prices proposed shall be firm. Prices shall be submitted in a separate sealed envelope.
- iii. The information provided in response to this section will be used in the cost evaluation to calculate the most favorable return to the Parish.

The proposer with the highest combined revenue offer shall receive the highest revenue offer evaluation score.

All Revenue Offers will receive a score computed as follows:

RO = (HRO/PO*X)

Where:

RO = Revenue Offer score for Proposer

HRO = Highest Revenue Offer of all Proposers

PO = Proposer's offer

X = 25% of the total number of points assigned

TOTAL MAXIMUM POINTS FOR THIS RFP 100

PART V – PERFORMANCE STANDARDS

5.1 Performance Requirements

- Proposer's timely submission of revenue statements and associated payments
- Proposer's submission of accurate and itemized invoices
- Proposer's adherence to project schedule

5.2 Performance Measurement/Evaluation

- Did the proposer finish ahead of schedule?
- Did the proposer respond to Parish correspondence in a timely manner?
- Were complaints/problems resolved in a reasonable and cooperative manner?
- Was the proposer reasonable and responsive to Parish needs?
- Was the final product usable for the purpose intended?
- Were changes in key personnel made? How often? With or without notice?

PART VI - APPENDICIES

ATTACHMENT "A"

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 136353 (previously 113646).

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 136353 (amends Resolution No. 113646), as amended.

Proposers must provide with proposal submission a current (valid) insurance certificate evidencing required coverages. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the selected proposer will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish**, **its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish RFP solicitation number

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the proposer.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

Attachment B

Bus Bench and/or Shelter Permit (Please Print Clearly)

Contractor Information

ompany Name:
ontact Person:
hone Number:
mail Address:

<u>Jefferson Parish Department of Engineering Contact Information</u>

Edmond St. Romain Inspection & Code Enforcement 1221 Elmwood Park Blvd., Ste. 101 Jefferson, LA 70123 estromain@jeffparish.net Phone: 504-736-6397 Susan Treadway
Traffic Engineering Division
2100 Dickory Avenue
Jefferson, LA 70123
streadway@jeffparish.net
Phone: 504-736-6530

Bus Bench and/or Shelter Permit Requirements

Site Plan Requirements Checklist

Please provide the following:

- > Detailed site plan (See attached sample)
 - Street Name (including nearest cross streets)
 - o Property address or intersecting streets
 - o Distance between the nearest side property line and proposed bus bench and/or shelter foundation (See Dimension No. 1)
 - Distance between sidewalk and edge of road or back of curb (See Dimension No. 2)
 - o Distance between the edge of road or back of curb and proposed bus bench and/or shelter foundation (See Dimension No. 3)
 - o Show all features that might be impacted by construction activities:
 - Fire Hydrant/Valves
 - Gates/Fences
 - Utility Poles/Guy Wires
 - Street Lights
 - Trees
 - Water Meter(s)/Sewer Cleanout(s)
 - Traffic Signs
 - Catch Basins, Drop Inlets, Manholes, and Yard Drains
 - Any other structure that may affect the proposed work
- > Detailed shelter spec. sheet or shop drawing(s)

Bus Bench and/or Shelter Permit Requirements

APPROVED PERMIT: The attached permit drawing is approved for locational purposes only. The General Notes listed below must be addressed at the time of construction.

Please contact the Engineering Inspection Division at (504) 349-5173 to set up a consultation with an Engineering Inspector before any work has begun in the Parish Right-of-Way. It is highly recommended to set up this consultation as soon as this permit is issued.

General Notes:

STANDARDS: Sidewalks must be in accordance with the latest Jefferson Parish Department of Public Works Standard Details. The standards can be found online at http://www.jeffparish.net under Engineering Department – *Public Works Standard Details*.

ELEVATIONS/SLOPES: Sidewalk elevations and slopes are set by ADA Standards and Jefferson Parish Department of Public Works Standards and enforced by the Jefferson Parish Engineering Department Inspectors. It is the architect's and/or contractor's responsibility to design slopes and elevations to adequately tie-in to sidewalks or other connections within the public right-of-way.

UTILITY OFFSET MINIMUM: No portion of any sidewalk or bus landing pad shall be located within four (4') feet of any fire hydrant, utility poles, drain/catch basin, or any other surface utility within the public right-of-way. The Applicant, at his or her expense, may have the surface utility moved or modified, if the public utility agency determines that the move or modification will not detrimentally affect the service.

(SIDE STREET) PROPERTY LINE ω 'n PLEASE CONTACT THE ENGINEERING INSPECTIONS DIVISION AT (504) 349-5173 FOR A PRE-POUR INSPECTION PRIOR TO THE PLACEMENT OF CONCRETT OWNER/CONTRACTOR/APPLICANT IS AWARE THAT EXISTING CONDITIONS AT THE SITE MAY REQUIRE REVISIONS IN THE FIELD AS DETERMINED BY THE ENGINEERING FIELD INSPECTOR AND AGREES TO IN THE PARISH RIGHT OF WAY. SEE ATTACHED PERMIT INSTRUCTIONS SHEET. PLEASE CONTACT THE ENGINEERING INSPECTIONS CONSTRUCT ALL IMPROVEMENTS ACCORDINGLY. DIVISION AT (504) 349-5173 FOR CONSULTATION BEFORE ANY WORK HAS BEGUN IN THE PARISH RIGHT OF WAY. \subseteq 1) PROPOSED BUS BENCH AND/OR SHELTER WITH REQUIRED FOUNDATION <u>ω</u> EDGE OF ROAD OR BACK OF CURB STREET NAME (BACK STREET) AND ADDRESS PROPERTY LINE CONCRETE SIDEWALK (0) GRASS AREA **BUS BENCH AND/OR** SHELTER SITE PLAN PROPERTY LINE (SIDE STREET)

4

(SIDE STREET) PROPERTY LINE 2 PLEASE CONTACT THE ENGINEERING INSPECTIONS DIVISION AT (504) 349-5173 FOR CONSULTATION BEFORE ANY WORK HAS BEGUN IN THE PARISH RIGHT OF WAY. PLEASE CONTACT THE ENGINEERING INSPECTIONS DIVISION AT (504) 349-5173 FOR A PRE-POUR INSPECTION PRIOR TO THE PLACEMENT OF CONCRETE IN THE PARISH RIGHT OF WAY. OWNER/CONTRACTOR/APPLICANT IS AWARE THAT EXISTING CONDITIONS AT THE SITE MAY REQUIRE REVISIONS IN THE FIELD AS DETERMINED BY THE ENGINEERING FIELD INSPECTOR AND AGREES TO CONSTRUCT ALL IMPROVEMENTS ACCORDINGLY. SEE ATTACHED PERMIT INSTRUCTIONS SHEET. EDGE OF ROAD OR BACK OF CURB AND ADDRESS STREET NAME (BACK STREET) CONCRETE SIDEWALK PROPERTY LINE **GRASS AREA** SHELTER SITE PLAN **BUS BENCH AND/OR** PROPERTY LINE (SIDE STREET)

ATTACHMENT "C" – REVENUE OFFER FORM

A fee of \$	per month per bus stop advertising shelter installed shall be
paid to Jefferson Parish.	The per shelter fee specified in the preceding sentence shall be
paid irrespective of wheth	er advertising appears on the bus stop advertising shelter during
the month.	

Proposer shall be responsible for all costs associated with routine maintenance and repairs of the bus stop advertising shelters, non-advertising shelters, and non-advertising benches.

Request for Proposals #0419

TO PROVIDE BUS STOP ADVERTISING SHELTERS AT VARIOUS LOCATIONS AND THE MAINTENANCE OF NON-ADVERTISING SHELTERS AND NON-ADVERTISING BENCHES IN UNINCORPORATED AREAS OF JEFFERSON PARISH

SIGNATURE PAGE

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing BUS STOP ADVERTISING SHELTERS AT VARIOUS LOCATIONS AND THE MAINTENANCE OF NON-ADVERTISING SHELTERS AND NON-ADVERTISING BENCHES IN UNINCORPORATED AREAS OF JEFFERSON PARISH for the for the Jefferson Parish Department of Transit Administration.

Request for Proposals will be received until 3:30 p.m. Local Time on: September 1, 2021.

Acknowledge Receipt of Addenda:	Number: Number: Number: Number: Number: Number: Number:		
Name of Proposer:			
Address:			
		e .	
Phone Number: Fax Number			
Type Name of Person Authorized to Sign:			
Title of Person Authorized to Sign:			
Signature of Person Authorized to Sign:			
Email Address of Person Authorized to Sign:			
Date:			

This RFP signature page must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
INCORPORATED.
AT THE MEETING OF DIRECTORS OF, INCORPORATED, DULY NOTICED AND HELD ON, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:
RESOLVED THAT
I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.
SECRETARY-TREASURER
DATE

Request for Proposal Affidavit Instructions

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant MUST select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the Council acts on the matter.
- Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Sec. 2-895(b) of the Jefferson Parish Code of Ordinances.

Instruction sheet may be omitted when submitting the affidavit.

Request for Proposal

AFFIDAVIT

PARISH/COUNTY OF		
,(A	affiant) who after being by me duly swor	n, deposed and said that he/she
is the fully authorized	of	(Entity), the party
who submitted a proposal i	n response to RFP Number	_, to the Parish of Jefferson.
Affiant further said:		
Campaign Contribution Di	sclosures	
(Choose A or B, if opti	on A is indicated please include t	he required attachment):
Choice A	Attached hereto is a list of all campai date and amount of each contribution elected officials of the Parish of Jeffer officers, directors and owners, including more of the Entity during the transpection of the Entity during the transpection of the date of this affidavit or official, whichever is greater. Further Owners have not made any contribution former members of the Jefferson Farish President through or in the national entity, either directly or indirectly.	on, made to current or former erson by Entity, Affiant, and/or ing employees, owning 25% or two-year period immediately the current term of the elected r, Entity, Affiant, and/or Entity ions to or in support of current Parish Council or the Jefferson
Choice B	there are <u>NO</u> campaign contribution disclosure under Choice A of this sec	

Affiant further said:	•
Debt Disclosures (Choose A or B, if option	on A is indicated please include the required attachment):
Choice A	Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.
Choice B	There are $\underline{\mathbf{NO}}$ debts which would require disclosure under Choice A of this section.
Affiant further said:	
Solicitation of Campaign Co (Choose A or B, if option	ontribution Disclosures on A is indicated please include the required attachment):
Choice A	Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by telephone or
	by personal contact, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.
Choice B	there are <u>NO</u> solicitations for campaign contributions which would require disclosure under Choice A of this section.
Affiant further said:	

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:		
Subcontractor Disclosures (Choose A or B, if option	on A is indicated please include the required attachment):	
Choice A	Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.	
Choice B	There are NO subcontractors which would require disclosure under Choice A of this section.	
	Signature of Affiant	
	Printed Name of Affiant	
SWORN AND SUBSCRIB	ED TO BEFORE ME	
ON THE DAY O	F, 20	
Notary Public		
Printed Name of Notary		
Notary/Bar Roll Number		
My commission expires		